



RFP 05-15
Property and Event Management Service
for “*The Rooftop*”

**Proposals Accepted until 3:00 P.M., Local Time,
Wednesday, August 27, 2014**

Issued By:

City Of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, Maryland 20850-2364
Phone: 240.314.8430
Fax: 240.314.8439

Any individual that would like to receive the information in this document in another form may contact the ADA Coordinator at 240.314.8100; TDD 240.314.8137.

Table of Contents

Section	Title
	Purpose / Synopsis
I	Background Information
II	Constraints
III	Procurement Rules and RFP Definitions
1.0	OVERVIEWS OF CITY, TOWN SQUARE, VISARTS & THE ROOFTOP
1.1	Description of the City of Rockville, Maryland
1.2	Rockville Town Square
1.3	Arts and Innovation Center Relationship
1.4	<i>The Rooftop</i>
2.0	SCOPE OF WORK
2.1	Role of Contractor
2.2	Services to be Provided by Contractor
2.3	Services to be Provided by City, including City use of <i>The Rooftop</i>
3.0	RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS
3.1	Proposed Schedule
3.2	Pre-Proposal Meeting and Site Survey
3.3	Delivery of Proposals
3.4	Late Proposal and Proposal Handling
3.5	Questions Concerning RFP
3.5.C	RFP Point of Contact
3.6	Proposer’s Representative
3.7	Proposer’s Responsibility / Clarification and Addenda
3.8	Restricted Discussions
3.9	Modification or Withdrawal of Proposal
3.10	Offer, Acceptance, and Award
3.11	Contractor Furnished Resources / Key Personnel
3.12	Anticipated Selection Process
3.13	Evaluation Criteria
3.14	Interviews/ Presentations/ Demonstration Process
3.15	Proposal Package
3.16	Minor Irregularities
3.17	Incurred Expenses
3.18	Exceptions
3.19	Conflict of Interest Disclosure
3.20	Term of Contract
3.21	Limited Confidentiality of Information
3.22	Authorized Workforce Documentation (E-Verify)
3.23	Protesting the Requirements or Award Recommendation
4.0	STANDARD CONTRACT PROVISIONS
4.1	Contract Definitions

4.2	Proposal is Binding Offer
4.3	Independent Contractor
4.4	No Assignment of Contract
4.5	Governing Law and Choice of Forum
4.6	Licenses and Certificates
4.7	Proposer (Contractor) Must Be Authorized to Transact Business in the State of Maryland
4.8	Indemnification and Hold Harmless
4.9	Disclaimer of Liability
4.10	Nondiscrimination of Contractors
4.11	Drug-Free Workplace to be Maintained by Contractor
4.12	Termination for Default
4.13	Termination for Non-Appropriation of Funds
4.14	Termination for Convenience of City
4.15	Termination by Mutual Consent
4.16	Frustration
4.17	Material and Workmanship
4.18	Modifications or Changes to the Contract
4.19	Modifications to the Contract Due to Public Welfare, Change In Law or Change in Ordinances
4.20	Intellectual Property Indemnity
4.21	Waiver of Claims
4.22	Disputes and Claims
4.23	Records and Right to Audit
4.24	No Contingent Fee
5.0	INSURANCE REQUIREMENTS
6.0	SUBMITTAL REQUIREMENTS
6.1	Submittal Requirements
6.2	Economy of Presentation
6.3	Proposal Guidelines
6.4	Proposal Sections
	Tab 1 - Proposer Profile & Required Information
	Tab 2 – Management Plan Identifying Events
	Tab 3 – Management Plan for Staffing and Operational Needs
	Tab 4 – Marketing Plan
	Tab 5 - Financial Plan
	Tab 6 - Litigation
	Tab 7 - References
	Tab 8 – Financial Stability
	Tab 9 – Proof of Insurability
	Tab 10 – Other Information
	Tab 11 – Additional Documents
Execution of Offer Form	

No Conflict of Interest Disclosure Form
Affidavit of Qualification To Contract With a Public Body
Sample Agreement
Proposal Checklist
Attachment A – Service Standards of the City of Rockville
Attachment B – <i>The Rooftop</i> ’s Facility Policies and Regulations

Request For Proposals RFP 05-15
Property and Event Management Service for “The Rooftop”
Due by 3:00 P.M. local time on Wednesday, August 27, 2014

PURPOSE / SYNOPSIS: The City of Rockville, Maryland is soliciting competitive sealed proposals (offers) to furnish property and event management service for the Rockville Rooftop Terrace, known as *The Rooftop*, located on the roof (sixth floor) of the Arts and Innovation Center, in Rockville Town Center, at 155 Gibbs Street, Rockville, MD 20850.

I. BACKGROUND INFORMATION:

The Rooftop is an active Rockville Town Center destination. Under this proposed property and event management contract, the City of Rockville is looking for the facility to remain a vibrant venue continually engaging new guests as well as welcoming repeat patrons. Events at *The Rooftop* may be obtained through rentals and/or management created and presented programs and offerings. Establishment of partnerships by the proposer (Contractor) to ensure quality events at *The Rooftop* is welcomed. There is no pre-established scope for types of events at *The Rooftop* facility. The proposer is encouraged to be creative and present diverse ideas in what the facility may host.

II. CONSTRAINTS:

- A. Service Standards of the City of Rockville. The awarded proposer (Contractor) shall adhere to the Service Standards of the City of Rockville (see Attachment A).
- B. The Rooftop’s Facility Policies and Regulations . The awarded proposer (Contractor) shall adhere to *The Rooftop’s* Facility Policies and Regulations (see Attachment B).

III. PROCUREMENT RULES AND RFP DEFINITIONS:

- A. The City has established for purposes of this Request for Proposals (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition which will not be waived by the City. Failure to comply with any mandatory requirement will render the proposal non-responsive and therefore it will not be considered for award. To be considered for an award, the Proposer must agree to abide by each mandatory requirement included in this RFP.

B. The City has established for purposes of this Request for Proposals (RFP) that the words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a proposal, but will be considered in the evaluation process.

C. RFP Definitions:

1. **Account Manager:** The Contractor’s primary interface with the City.
2. **Assignment:** A specific task with a specific deliverable and/or outcome.
3. **City:** the City of Rockville, Maryland.
4. **Contractor:** A proposer that is that is awarded a contract as a result of this Request for Proposals.
5. **Day(s):** Calendar days, unless otherwise specified.
6. All references to a time of day are references to the time in Montgomery County, Maryland, USA.
7. **Dollar:** "\$" United States of America dollars.
8. **Engagement:** The performance by the Contractor of one or more projects and/or assignments during the term of the contract and all extensions.
9. **Firm:** the organization submitting a proposal in response to this Request for Proposals. Same as Proposer.
10. **Procurement Officer:** a delegate of the Purchasing Manager.
11. **Project Manager:** The City person responsible for the entire engagement; or designee.
12. **Proposal:** The binding offer that you, the Proposer, make to the City in response to this Request for Proposals.
13. **Proposal Package:** The complete submittal from a Proposer.
14. **Proposer:** The entity making an offer to the City in response to this Request for Proposals.
15. **Purchasing Manager:** The City person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the City Code.
16. **Request For Proposals:** This competitive process whereby the City is seeking competitive offers to resolve a City need or requirement
17. **RFP:** This Request for Proposals.
18. **Using Department:** The Recreation and Parks Department.
19. **You, Your:** Same as Proposer.

SECTION 1.0 – OVERVIEWS OF CITY, TOWN SQUARE, VIS ARTS & THE ROOFTOP

1.1 Description of the City of Rockville, Maryland

- A. The City of Rockville occupies 13.03 square miles within the Metropolitan Washington DC area and is located 12 miles northwest of Washington. At the 2010 Census, Rockville had a population of 61,209, making it the third largest city in Maryland by population. Rockville, the county seat, is located within Montgomery County, the largest county in the state, with a population of 971,777.
- B. Rockville’s medium income is \$93,859 and 58.2% of residents have a Bachelor or higher degree. Within the City there is an employment base of approximately 67,700 jobs. Rockville’s residents are 60% white/Caucasian, 20% Asian, 10% black/African American, and 10% other races or a mixture of races. Rockville includes a 14% Hispanic population. The Rockville population is approximately 34% foreign born (50% Asian, 30% Latin America, 12% European, 6% African, 1% other).
- C. Rockville has undergone significant redevelopment and infill development in recent years, including large mixed-use developments and ongoing redevelopment of the Town Center and Rockville Town Square where *The Rooftop* is located. In addition, the Rockville METRO stop (red line) is conveniently located two blocks from Town Center.
- D. For more information about the City, please visit the City’s web site at <http://www.rockvillemd.gov>.

1.2 Rockville Town Square

- A. Opened in 2008, Rockville Town Square is designed for people to come together in an old-European style piazza. This mixed-use development has more than 600 dwelling units; fifty businesses including restaurants, retail and service shops; Montgomery County’s showcase Rockville Memorial Library; the Arts and Innovation Center which houses the Metropolitan Center for the Visual Arts (VisArts at Rockville), a Montgomery County business incubator known as Rockville Innovations Center (RIC) and *The Rooftop*, as well as retail on the street level. Rockville Town Square was completed via a public-private partnership among the City of Rockville, Federal Realty Investment Trust and RD Rockville.
- B. Breaking ground in November 2012, the Duball Project is located in Rockville Town Center and is one block from the Town Square. This mixed-use development will have apartments, commercial space, and a 140-room Cambria Suites Hotel by Choice Hotels. The Cambria Suites Hotel is a new and innovative design and offers upscale accommodations at a good price point. The location works well as Choice Hotels moved its corporate headquarters to Rockville April 2013. These 400 headquarter employees offer many opportunities for the City’s shops, restaurants and other commercial entities.

1.3 Arts and Innovation Center Relationship

- A. The six story Arts and Innovation Center, adjacent to the Montgomery County Rockville Memorial Library, is structured as a condominium with ownership divided among three parties: City of Rockville, Montgomery County, and Federal Realty Investment Trust (FRIT). The first floor is primarily FRIT retail. The second and third floors are leased by VisArts at Rockville (the City of Rockville is the Landlord) and contain gallery exhibit areas, artists’ studios, classrooms and a 2,500 square foot multi-purpose event room available for rental. The fourth and fifth floors house a business incubator operated by the Montgomery County Department of Business and Economic Development. The City of Rockville owns the majority of the sixth floor roof level of the building which houses *The Rooftop* facility.
- B. *The Rooftop* and the VisArts event room, while managed independently and leased separately, maintain a cooperative relationship. *The Rooftop* management Contractor will communicate with VisArts and Rockville event staff (and vice versa) to ensure event calendars of the two facilities remain accurate and coordinated. The City requests that *The Rooftop* and VisArts promote each other.
- C. The VisArts event room can serve as the indoor backup space or as additional room to augment activities at *The Rooftop*. Fees for use of the VisArts event room by *The Rooftop* clients will be determined via a mutual agreement that is beneficial to both organizations. These rental fees are to be continually evaluated.

1.4 The Rooftop

- A. *The Rooftop* opened in April 2008. Guests enjoy this private open air space with its urban vista of the Rockville Town Square and the treetop canopy of nearby Rockville neighborhoods. This 7,500 sq. ft. (approximately) outdoor terrace accommodates seated dining for 150, and up to 250 for primarily standup events. On the same floor is a well-equipped catering kitchen, interior lobby with restrooms, and storage closets for assorted equipment such as tables and chairs used to support terrace events. Rooftop clients have the opportunity to contract for the indoor Buchanan Event Room at VisArts, on the second floor of the same building, as a backup space, and/or as a complimentary event area.
- B. There is no separate, dedicated office space at *The Rooftop* facility.

---END OF SECTION 1---

SECTION 2.0 – SCOPE OF WORK

2.1 Role of Contractor

The City seeks to make this opportunity available to all qualified contractors, regardless of any current affiliations with the City. The City has made a significant capital investment in *The Rooftop* and is looking for individuals, teams or firms to partner with the City and share its vision for maintaining and operating an active town center destination.

- A. To provide high quality operations with an emphasis on exceptional events and an outstanding level of customer service.
- B. To maintain *The Rooftop* facility so as to preserve and nurture the City's investment.
- C. To oversee and administer all aspects of the operation and management of *The Rooftop*.
- D. To actively promote and market *The Rooftop* and its events, including the initiation of new programs, activities and services to increase usage.

2.2 Services to be Provided by Contractor:

The selected contractor shall perform services to include but not limited to the following:

- A. Contractor shall conduct all of its business operations related to the City in the Contractor's name and shall not bind the City in any way. Likewise, the Contractor shall neither imply nor represent expressly, that it is an agency of the City.
- B. Contractor shall formulate and implement an annual business plan including a budget for maintenance and operations and fees for rentals and/or services.
- C. Contractor shall be responsible for all contracts, goods, materials purchased and/or for obligation/liabilities created and assumed by Contractor. Purchases, delivery, storage and payment consideration related to the services shall be at the sole risk and expense of the Contractor.
- D. Contractor will provide two reports on April 15th and October 15th, to the City to address the following:
 - 1. Summary of all planned uses of *The Rooftop* (dates and times) and notation of actual uses vs. cancellations.
 - 2. Summary of attendance at all events held.
 - 3. Statement on the condition of the City equipment on site.

4. Statement on any general facility issues.
 5. Statement on any general management or operational concerns.
 6. Statement on marketing initiatives.
- E. Contractor will provide an annual report on January 31st to the City of Rockville to include:
1. Combined summary of April and October reports.
 2. Statement on successes during the season.
 3. Statement of problems during the season.
 4. Statement on recommendations for the next season.
- F. Contractor to propose fee arrangement to the City, including but not limited to: how the amount is calculated and frequency, based on selected contract term (see Section 3.19 Term of Contract).
- G. Contractor will actively market rental opportunities and events at *The Rooftop*.
- H. Contractor will retain all books, records, and other documents relative to this contract for five (5) years after contract award, or until audited by the City, whichever is sooner, and for five year tranches thereafter as long as the contract is in effect. The City, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials, with a minimum of ten (10) days prior notice.
- I. Contractor will provide appropriate staff and subcontracted staff to oversee all uses of *The Rooftop* including oversight of events, delivery and pick-up of equipment.
- J. Contractor will ensure outstanding customer service by all staff as they serve guests, clients and other staff working an event at *The Rooftop*.
- K. Contractor will provide custodial services to maintain a clean facility and equipment in accordance with any federal, state and local standards.
- L. Contractor will provide oversight of all arrangements for delivery, unloading, receiving, and storing of merchandise, materials, furniture, equipment and other items brought into the facility for an event or for the contractual season.
- M. Contractor will provide all consumable items (paper goods, trash bags, cleaning products, mops and other necessary supplies) for use of the facility.
- N. Contractor will resolve any complaints of customers. Unresolved complaints shall be referred for resolution to the City’s Contract Administrator.
- O. Contractor will promptly notify the City of any problem with a City owned piece of equipment or the facility itself.

- P. Contractor will provide security for rental area and any furniture, fixtures or equipment that may be kept on the premises, as well as proper security, handling and accounting of any money collected in conducting of business.
- Q. Contractor will provide appropriate use and maintenance of City owned equipment. An annual inspection and inventory of the above equipment will be implemented by the City of Rockville. The City depreciates the value this equipment on an annual basis over a ten year life expectancy. All equipment was purchased in 2008.
- R. Contractor will provide up to five (5) City of Rockville uses of the facility during a calendar year with no rental cost.
- S. Contractor will operate in compliance with Attachment B, The Rooftop Facility Policies and Regulations.

2.3 Services to be Provided by City, including City use of *The Rooftop*:

The City shall provide the following:

- A. Facility Maintenance, Consumable Supplies and Utilities.
 - 1. The City will provide maintenance services relating to the building façade, security system, electrical and plumbing systems and for kitchen appliances. The Contractor will be responsible for identifying maintenance needs in relation to the above areas, and promptly notifying the City. Maintenance of the elevator and lobby are overseen by Federal Realty Investment Trust (FRIT).
- B. *The Rooftop* Facility Equipment
 - 1. *The Rooftop* catering kitchen, interior lobby, terrace and storage closets are equipped with the following:
 - i. Commercial catering kitchen with freezer, ice machine, refrigerator, cook/hold oven and two stainless steel work tables.
 - ii. Tables and chairs including 175 chairs, 20 five-foot round tables, 8 standard rectangular tables (30"x 6') and 9 (30") round telescoping tables adjustable from seated to standing height. Custodial, non-consumable supplies.
 - iii. Interior Lobby furniture (three benches).
 - 2. The Contractor may choose to: i) use this equipment as listed in 2.3.B.1(i.-iii) and assume maintenance/replacement costs; or ii) purchase its own equipment; or iii) require clients to rent appropriate equipment for each event from an outside source.
- C. *The Rooftop* Condominium Fees
The Rooftop condominium fees for its space within the Arts and Innovation Center space are paid by the City. The City represents *The Rooftop* at the facility's condominium meetings.

D. City Use of *The Rooftop*

1. The City retains the right to book five (5) events annually with at least 60 days notice at *The Rooftop* at no cost. Additional City uses are subject to a reduced rate mutually agreed upon with the Contractor. The City's calendar of dates will be created seasonally and based on availability, with Contractor's pre-booked events taking precedence. The City will not "overrule" any existing rental contract or pre-scheduled event for use of *The Rooftop*
2. The City of Rockville Hometown Holiday celebration on Memorial Day weekend, the Twilighter road race in July and the Wine Festival in August/September will all have major impacts on access and parking for *The Rooftop*. Clients of *The Rooftop* should be informed of these and other City of Rockville events as well as other events in Rockville Town Center/Square as presented by Federal Realty Investment Trust (FRIT), or other organizations.

---END OF SECTION 2--

SECTION 3.0 – RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

3.1 Proposed Schedule:

The following dates are proposed by the City, however, the dates and times may be changed as the needs of the City change. It is solely your responsibility to stay informed on the dates and times.

- A. RFP release date – Monday, July 21, 2014
- B. **Pre-proposal Meeting and visit to *The Rooftop* Tuesday, August 5, 2014 at 10:00 A.M. local time.**
- C. Final date to receive written questions- Friday, August 15, 2014 by 5:00 P.M. local time.
- D. **RFP closing date – Wednesday, August 27, 2014 at 3:00 P.M. local time.**
- E. Proposer interviews /presentations/ demonstrations, if requested, beginning approximately Tuesday, September 23, 2014.

3.2 Pre-Proposal Meeting and Site Survey:

A pre-bid meeting and site survey is scheduled for **Tuesday, August 5, 2014 at 10:00 A.M.** at *The Rooftop*, located on the roof (sixth floor) of the Arts and Innovation Building, in Rockville Town Center, at 155 Gibbs Street, Rockville, MD 20850. This meeting is not mandatory, however all potential bidders are strongly encouraged to attend and participate. Failure to attend the meeting may result in a significant decrease in understanding the scope of work. It is highly recommended that you review the specifications prior to the pre-bid meeting and site survey.

Please e-mail Pat Ryan at pryan@rockvillemd.gov and indicate the number of people attending for your company.

3.3 Delivery of Proposals:

- A. Delivery Proposal Package(s) to
City of Rockville
Purchasing, 2nd Floor
111 Maryland Avenue
Rockville, MD 20850-2364
- B. Mark each package: **RFP 05-15, Property and Event Management Service for “The Rooftop”**, Box # of #. Failure to clearly mark each proposal package with this information may cause the City to inadvertently open the proposal package before the official closing date and time. If the proposal package is inadvertently opened due to lack of markings, the

City staff shall be reseal the package, and the package will be opened after the official RFP closing date and time.

- C. To be considered for award, the complete proposal package must be **Received and Accepted** in the Purchasing Office prior to the official closing date and time. **A proposal will not be considered for award if received in the Purchasing Office after the official closing date and time regardless of when or how it was received by the City.**
- D. Allow sufficient time for transportation and inspection. If you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver your proposal package only to the address above.
- E. The City will not consider facsimile (fax) or electronic submission (e-mail) of a proposal.

3.4 Late Proposal and Proposal Handling:

- A. The City will judge any proposal received in the Purchasing Office after the official closing date and time as **LATE** and the City will not open it nor consider it for award, except as specifically listed below:
 - 1. The proposal was postmarked at least 5 calendar days prior to the official closing date and sent by registered or certified United States Postal Services (USPS) mail; or
 - 2. The proposal was properly addressed and the Purchasing Manager, or designee, determines that the late receipt of the proposal was solely due mishandling by the City employee(s).
- B. The City will not consider for award a hand-delivered proposal or any late proposal not submitted by United States Postal Services mail.
- C. Upon receipt at the location specified above, the City will mark each timely received proposal package with the date and time of receipt. The City will safeguard proposals from unauthorized disclosure from the time of receipt, throughout the source selection process, and until award.
- D. In accordance with Chapter 17 of the City’s Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any Proposer or the contents of any proposal during the evaluation process. The proposals, except for information identified by the Proposer as proprietary, shall be open for public inspection after the contract award.

- E. If the City declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

3.5 Questions Concerning RFP:

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP should be made in writing -fax and e-mail are acceptable - and sent to the below named individual who will be the official point of contact for this RFP.
- B. Mark subject line, cover page, or envelope: **Questions on RFP 05-15, Property and Event Management Service for “The Rooftop.”**
- C. **RFP POINT OF CONTACT:**
Submit questions to:
Pat Ryan, Buyer II
Email: pryan@rockvillemd.gov
Telephone: 240.314.8434
Fax: 240.314.8439
- D. Failure by a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.
- E. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an addendum to this RFP by the City.

3.6 Proposer's Representative:

If you intend to respond to this RFP, promptly provide the name, telephone number, and e-mail address of your liaison person to the [RFP Point of Contact](#) above in order for the City to send any communications regarding this RFP.

3.7 Proposer's Responsibility / Clarification and Addenda:

- A. By submitting a proposal (offer), you, the Proposer, represent:
1. You have read and understand this Request for Proposal, and
 2. Your proposal is made in accordance with the requirements of this RFP, and
 3. You are familiar with the local conditions under which the proposed services must perform.

- B. It is incumbent upon you to carefully examine these requirements, terms, and conditions, including all attachments, exhibits, and documents incorporated by reference. Before submitting a proposal, you are solely responsible to make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which you will rely.
- C. If the City awards you a contract because of your proposal (which is a binding offer), your failure to have made such investigations and examinations will in no way relieve you from your obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by you for additional consideration, compensation or relief.
- D. The issuance of a written addendum by the City’s Purchasing Office is the only official method by which interpretation, clarification or additional information can be given. The City will not be responsible for any oral representation given by any employee, representative or others.
- E. If the City revises (amends) this RFP, the City’s Purchasing Office will post a notice on the City Internet site <http://www.rockvillemd.gov/Bids.aspx> and on the eMaryland Marketplace <https://emaryland.buyspeed.com/bsol/login.jsp>. You should acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. **It is solely your responsibility as a proposer to ensure that you have received all addendums and incorporated the changes into your proposal before submitting your proposal.**

3.8 Restricted Discussions:

- A. From the date of issuance of the RFP until final contract award, you, the Proposer, are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of City except as expressly authorized by the City’s Procurement Officer identified in [Section 3.4.C](#) above. The City may **REJECT** your proposal for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by you as a result of any oral or written discussions with any the City employee or agent, except the Procurement Officer is void and will not be binding upon the City. You shall only consider those communications that are in writing from the City’s Procurement Officer.

3.9 Modification or Withdrawal of Proposal:

- A. You may modify your proposal provided the modification is received in the Purchasing Office prior to the official closing date and time.
- B. The City prefers that any modification is submitted in a sealed package. Modifications may be submitted via facsimile (fax) or e-mail provided that:
 - 1. You understand that the City is not responsible for any lost or misdirected fax or email message, and,
 - 2. You understand that any such fax or email message is not secure and is subject to inspection under a public records request, and,
 - 3. A paper copy of the request for a modification signed by an official legally authorized to bind the Proposer is received in the City’s Purchasing Office within three business days of the official closing date.
- C. You may withdraw your proposal at any time prior to the official closing date and time. You will be required to produce sufficient identification that satisfies the City prior to withdrawal or modification of your proposal.

3.10 Offer, Acceptance, and Award:

- A. **Your Proposal is a Binding Offer to the City:**

The City will consider the proposal (offer) that you, the Proposer, make to the City as a binding offer for not less than 90 calendar days from the RFP closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed in [Section 3.9.I](#) below.
- B. The City is not obligated to make any award as a result of this RFP.
- C. The City is not obligated to award any contract on the basis of lowest cost or one factor alone.
- D. If the City awards a contract, it will be awarded to the Proposer submitting the proposal that is in the best interests of the City based upon the evaluation criteria specified elsewhere in this RFP.
- E. The City has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's

best interests to do so.

- F. In the event of default by the awarded Proposer, the City reserves the right to negotiate and award a contract to the Proposer with the next best proposal without any further notice or competition.
- G. The City reserves the right to reject any proposal determined by the Purchasing Manager to be inadequate or unacceptable.
- H. The City may award a contract on the basis of initial offers received and without presentation, discussion, negotiation, or best and final offers. Therefore, your proposal (offer) should contain your best technical and price offer.
- I. Acceptance of Offer:
 - 1. A proposal / offer will be considered accepted by the City and a contract formed between the City and the Proposer only after ALL of the following actions have been completed:
 - i. The proposed award has been properly approved by the City Manager and the Mayor and Council of Rockville; and
 - ii. The contract document has been formally and legally approved and signed by the Proposer’s authorized agent; and
 - iii. The contract document has been formally and legally approved and signed by City’s authorized agent.

3.11 Contractor Furnished Resources / Key Personnel:

- A. By submitting a proposal, you are representing that each person listed or referenced in your proposal will be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case you must promptly provide a qualified replacement.
- B. If awarded a contract, you, the Contractor, shall furnish all resources including but not limited to personnel, management, equipment, supplies, resources, and support, to accomplish the performance objective(s) of each contract requirement.
- C. The terms Key Person and Key Personnel are defined as any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s) of each contract requirement.
- D. If awarded a contract, you shall provide sufficient personnel with the appropriate and documented knowledge, skills, training, and experience required to accomplish each

contract requirement.

- E. The Procurement Officer reserves the right to review and approve or disapprove the qualifications of any key person or persons assigned to a requirement prior to the person beginning the performance of the work. If the Procurement Officer considers the qualifications of the assigned person to be inadequate, the Procurement Officer may request further documentation of the person’s qualifications, or, may request that another qualified person be assigned, also pending the Procurement Officer’s approval. If the Procurement Officer does not disapprove the qualifications with 10 business days of receipt of the qualifications, then the proposed person will be judged approved.
- F. The Contractor shall notify the Procurement Officer in writing of any proposed changes in key personal assigned to a requirement at least 10 business days prior to the change. The Contractor shall include with the notification
 - 1. the reason for the change, and
 - 2. the qualifications of the proposed replacement person(s), and
 - 3. all steps the Contractor is taking to minimize the impacts that the personnel change will have on the success of the engagement.
- G. In the event the requested substitute person is not satisfactory to the Procurement Officer and the matter cannot be promptly resolved to the satisfaction of the Procurement Officer, the City reserves the right to terminate the contract for cause (see [Section 4.12 Termination for Default.](#))

3.12 Anticipated Selection Process:

- A. The Purchasing Point of Contact listed in [Section 3.4.C](#) is responsible for the selection process and will be the sole point of contact for all Proposers.
- B. Initial Review – Responsiveness:

The Procurement Officer will review each proposal to determine its responsiveness, i.e. has the Proposer provided all of the materials required in [Section 6 –Submittal Requirements](#), including signed documents. If the Procurement Officer determines a proposal to be nonresponsive, that proposal may not be evaluated or considered for award.

 - 1. The Procurement Officer may request written clarifications from any Proposer to clarify any ambiguity and/or minor irregularity.

C. Negotiations:

1. The City reserves the right to negotiate any and all elements, except legal requirements, of any proposal received.
2. The City anticipates negotiating, at minimum, the following elements:
 - a. Fees and reimbursables;
 - b. Services to be provided;
 - c. Capital Improvements;
 - d. Schedules and time frames.

D. Contract Award:

IF THE CITY AWARDS A CONTRACT, the contract will be awarded to the responsible Proposer whose offer is most advantageous to the City, based upon the evaluation process specified in [Selection Process](#), results of the negotiations, and the final offer by the Proposer.

3.13 Evaluation Criteria:

- A. In addition to the materials provided in the written responses to this RFP, the City may utilize site visits and/or may request additional material, information, presentations or references from any Proposer.
- B. The Evaluation Committee (EC) consisting of City staff will independently review all proposals. The EC will evaluate each responsive proposal on how well it appears to provide quality property and event management services based upon the following criteria:

Evaluation Criteria		Score
1	Proposed Management Plan: the scope of events and rental use of the facility, staffing plan as well as how the plan fits with facility regulations, policies, constraints, and Service Standards of the City of Rockville.	30% or points
2	Experience: abilities and references of the firm (and personnel) for similar services, events, projects, including ability to develop relationships with key Rockville and regional profit and non-profit businesses and organizations.	25% or points
3	Proposed Financial Plan: as it fits with feasibility of the Contractor's budget to meet operational needs including payment to the City of Rockville.	25% or points

Evaluation Criteria		Score
4	Proposed Marketing Plan: as it fits with targeted customers and event participants, as well as the diversity of events and/or rentals.	20% or points
	TOTAL	100% of points

3.14 Interviews/ Presentations:

- A. The City, at its sole discretion, may ask any Proposer to make a presentation, in-person or electronically, without charge to the City. The City reserves the right to require any Proposer to demonstrate to the satisfaction of the City that the Proposer has the managerial, fiscal and marketing abilities to provide the quality property and event management services as proposed. The presentation must satisfy the City, and the City will be the sole judge of compliance.
- B. You, as the Proposer, are cautioned not to assume that your organization will be asked to make a presentation and you should include all pertinent and required information in your original proposal package.

3.15 Proposal Package:

- A. See [Section 6: Submittal Requirements](#) for specific requirements.
- B. An official authorized to legally make a binding offer to the City shall manually sign the proposal forms.
- C. The proposal package should be complete, self-sufficient, and respond directly to the requirements of this RFP document.

3.16 Minor Irregularities:

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. A minor irregularity is defined as an issue that does not have an adverse effect on the City's best interests, and will not affect the outcome of the selection process by giving any Proposer an advantage or benefit not enjoyed by other Proposers.

3.17 **Incurred Expenses:**

This RFP does not commit the City to make an award nor will the City be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a proposal or offer, or any cost or expense incurred by any Proposer prior to the issuance by the City of a signed contract agreement. By submitting a proposal, you, the Proposer, agree that the City bears no responsibility or obligation for any of your costs associated with the preparation of your proposal, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

3.18 **Exceptions:**

- A. If you take exception to any requirements in this RFP, you shall clearly identify the item(s) that exception is taken to, succinctly state the reason for the exception, and include these item(s) in your proposal in [Tab 1, Section E](#).
- B. You must clearly identify and explain in writing any alternate(s) included in your proposal.
- C. Any exception or alternated will be reviewed and evaluated by the City.

3.19 **Conflict of Interest Disclosure:**

- A. This Request for Proposals is subject to the provisions of City of Rockville Code Chapter 16 Public Ethics. [<http://library.municode.com/index.aspx?clientId=14917>] No employee of the City, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Contractor or subcontractor in connection with any bid or proposal, or have a personal interest therein.
- B. Each Proposer shall complete the attached [NO-CONFLICT OF INTEREST FORM](#) of any potential conflict of interest that the Proposer may have due to ownership, other clients, contracts, or interest associated with this engagement.
- C. The form must be completed and accepted by the City prior to the award of a contract.

3.20 **Term of Contract:**

- A. The term and option period of any contract awarded from this RFP shall be for no more than fifteen years in total, the City suggests:
 - 1. One 5-year term with two 5-year contract extensions, or
 - 2. One 10-year term with one 5-year contract extension.
- B. Option to Extend the Term of the Contract:
 - 1. The City may extend the term of the contract by written notice to the Contractor before the expiration of the contract; provided that the City shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the City to an extension.
 - 2. The Contractor may waive the 30 day preliminary notice requirement by providing a written waiver to the Procurement Officer prior to expiration of the contract.

3.21 **Limited Confidentiality of Information:**

- A. The City is governed by the [Maryland Public Information Act](http://www.oag.state.md.us/Opengov/pia.htm) (<http://www.oag.state.md.us/Opengov/pia.htm>). Only trade secrets, confidential commercial or financial information will be exempt from disclosure. If you submit trade secret information, you must segregate and label each pertinent page with the term “**trade secret**” or “**proprietary**.” Do not use the word "confidential." If you submit information that you consider exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Maryland Public Information Act and identify the specific statutory exemption section that applies to each. (see also Section 5.3.J.)
- B. The City will maintain the confidentiality of such trade secrets to the extent provided by law. If you label all or most pages of your proposal as “trade secret,” the City may judge your proposal as non-responsive and therefore it will not be considered for award.
- C. All material submitted becomes the property of the City and may be returned only at the City’s option.

- D. By submitting a proposal (offer) in response to this RFP, you, the Proposer, expressly permit the City to use any or all ideas presented in your offer and any subsequent materials provide to the City as a result of this RFP process, provided such use does not violate a copyright or patent. Selection or rejection of your proposal does not affect this right.

3.22 Authorized Workforce Documentation (E-Verify):

Within 10 days from notice of award of a contract, you, the selected Proposer, may be required to submit to the Procurement Officer documentation that each employee, worker, and all subcontractor employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services [E-Verify](#) website.

3.23 Protesting the Requirements or Award Recommendation:

- A. Any potential proposer may protest the requirements of this RFP by submitting a written protest not less than THREE business days prior the closing date.
- B. Any proposer may protest the award of, or the decision to award, a contract to any other proposer / offeror, within FIVE business days after the award decision is announced.
- C. Any protest shall be in writing and submitted to the Purchasing Manager at the address listed in [Section 2.5.C](#).
- D. The City will not consider a protest for any claim for reason that the selected proposer or offeror is not a responsible party, nor shall any protest be considered for any matter which the Purchasing Manager determines could reasonably have been ascertained prior to the closing date of this RFP, unless such protest shall have been filed in writing not less than three business days prior to such time.
- E. Written Submission:
- a. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
 - b. The protest shall include at least the following information:
 1. Name, address, email address, and fax and telephone numbers of

- the protester;
 - 2. RFP number;
 - 3. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
 - 4. Copies of supporting documents, if any;
 - 5. Statement of relief requested;
 - 6. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
 - 7. All information establishing the timeliness of the protest.
- F. The Purchasing Manager shall decide any protest and shall issue a written finding within five business days of receipt of the protest.
- G. The protester may appeal the Purchasing Manager’s decision to the City Manager within three business days after receipt of the Purchasing Manager’s decision. The City Manager’s decision shall be final and binding.

---END OF SECTION 3---

SECTION 4.0 – STANDARD CONTRACT PROVISIONS

4.1 Contract Definition:

The term “Contractor” means a Proposer that has been awarded a contract as a result of this Request for Proposals (RFP).

4.2 Proposal Is a Binding Offer

- A. The proposal (the offer) that you, the Proposer, make to the City will be considered a binding offer for not less than 90 calendar days from the opening date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider your signed proposal an offer, and, such offer shall be deemed to be accepted only if all of the elements in [Section 3.9 Offer, Acceptance, and Award](#) are completed.
- B. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and the City's authorized designee with the same degree of formality evidenced in the contract resulting from this RFP.
- C. If there is any question about the authenticity of a task assignment, purchase order, contract, or change order promptly contact the City's Purchasing Office at 240.214.8430.

4.3 Independent Contractor:

- A. You, as the Contractor, agree that you shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of the City. You will have no agency to contract for or bind the City in any manner and shall not represent yourself as an agent of the City or as otherwise authorized to act for or on behalf of the City.
- B. You warrant that you have not employed or retained any company or person, other than a bona fide employee working solely for you to solicit or secure a contract / agree with the City and that you have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for you any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of your proposal /offer.

- C. The City may require, in writing, that you remove from the work site any employee the City deems incompetent, careless, or otherwise objectionable.
- D. Immigration Reform and Control Act of 1986. By submitting a proposal you, the Proposer, certify to the City that you do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- E. Employment Discrimination. During the performance of the contract, you agree to the following:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 4. The Contractor shall include the provisions of the foregoing subsections E.1, E.2, and E.3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor and vendor.

4.4 No Assignment of Contract

- A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of City's Purchasing Manager or City Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section,
 - (i) a “change of control” is deemed an assignment of rights; and
 - (ii) “merger” refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.
- B. No Delegations. No party may delegate to another entity any performance under the contract agreement.

- C. Consequences of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this section will be void.

4.5 Governing Law and Choice of Forum:

- A. Any ensuing contract shall be binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of any agreement resulting from this RFP shall be governed by the laws of the State of Maryland.
- B. Any party who wishes to bring against the other party a civil action or proceeding arising out of the contract or the relationship of the parties consents to venue in Montgomery County, Maryland, USA.

4.6 Licenses and Certificates:

- A. The City reserves the right to require documentation that each Proposer is an established business and is abiding by the ordinances, regulation, and laws of their community and the State of Maryland.
- B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this RFP, the City reserves the right to require you to provide documentation of your current license and/or certification before considering your proposal and/or before awarding a contract.
- C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the City will deem you to be in breach of contract and will take all appropriate actions.

4.7 Proposer (Contractor) Must Be Authorized to Transact Business in the State of Maryland:

- A. It is solely the Proposer's responsibility to ensure it is properly registered with the Maryland Department of Assessments and Taxation.
- B. Each proposer shall complete the [AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY](#) and include with its proposal package
- C. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.8 Indemnification and Hold Harmless:

If awarded a contract as a result of this RFP, you, the Contractor, agree to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the Contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

4.9 Disclaimer of Liability:

As a political subdivision of the State of Maryland, the City cannot indemnify any proposer or Contractor for any liability whatsoever.

4.10 Nondiscrimination of Contractors:

The City will not discriminate against any proposer or Contractor in the solicitation or award of the contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by State law relating to discrimination in employment or because the Proposer employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of the contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to the contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.11 Drug-Free Workplace To Be Maintained By Contractor:

If awarded a contract from this RFP, the Proposer (Contractor) during the performance of the contract agrees to:

1. Provide a drug-free workplace for its employees.
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
4. For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

4.12 Termination for Default:

Each term and condition of any ensuing contract is material and any breach or default by the awarded Proposer (Contractor) in the performance of each such term and condition shall be considered a material breach or default of the entire contract for which the City shall have the right to terminate the contract immediately, without penalty or liability.

4.13 Termination for Non-Appropriation of Funds:

If the Mayor and Council of Rockville, Maryland does not appropriate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then the City may terminate the contract upon 30 days prior written notice to the Contractor.

4.14 Termination for Convenience of the City:

The Contractor and the City agree that the City has the sole right to terminate any contract, or any work or delivery required thereunder, from time to time either in whole or in part, whenever the City shall determine that such termination is in the best interests of the City.

4.15 Termination by Mutual Consent:

During performance of the contract, if the City and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate the contract, then fair and reasonable considerations shall be negotiated and the contract deemed completed.

4.16 Frustration:

- A. The City and the Contractor will exercise every reasonable effort to meet their respective obligations of this agreement, however neither party shall be considered to be in default of this agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.
- B. Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this agreement.

4.17 Material and Workmanship:

- A. You, as the Contractor, are solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under any contract issued as a result of this RFP. You shall, without additional consideration, correct or revise any errors, omissions or other deficiencies in your services and/or products.
- B. You shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted by the City.

4.18 Modifications or Changes to the Contract:

- A. The City may at any time by written change order signed by the City’s Purchasing Manager make changes within the general scope of any ensuing contract(s) on any one or more of the following:
 - 1. The description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of services.
- B. If any such change causes an increase or decrease in the fees paid by the Contractor to the City under the contract, whether or not changed by the order, or otherwise affects any other terms and conditions of the contract, the City’s Purchasing Manager shall make an equitable adjustment. The City and Contractor agree to enter into good faith negotiations regarding modifications to the contract. When such modifications or changes are made to the contract, the City and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required and demonstrably due to any modification in the contract under this Section. Failure to agree to any adjustment shall be a dispute under [Section 4.22 Disputes/ Claims](#). **However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.**
- C. The Contractor must assert its right to an adjustment under this clause within 30 calendar days from the date of receipt of the written order.

- D. If the Contractor considers that the conduct, statement or direction of any City employee or agent constitutes a change hereunder or during the performance of the contract, the Contractor shall promptly notify the City’s Purchasing Manager and take no action on the perceived change pending written approval of the City’s Purchasing Manager. Only the City’s Purchasing Manager has the authority to approve a change to the contract. Any change made by Contractor without such written approval shall be deemed voluntary by Contractor and not compensable in the cost of or time required for performance.
- E. The Contractor, for each change or series of related changes, shall maintain separate accounts, by event or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the City’s Purchasing Manager or the matter is conclusively disposed of in accordance with [Section 4.21 Disputes/ Claims](#).

4.19 Modifications to the Contract Due to Public Welfare, Change In Law or Change in Ordinances:

- A. The City shall have the power to make changes in to any ensuing contract(s) as the result of changes in Federal, State of Maryland, Montgomery County, or City of Rockville laws or ordinance to impose new rules and regulations on the Contractor under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- B. The City shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.
- C. In the event any future change in Federal, State of Maryland or Montgomery County law or the Ordinances that materially alters the obligations of the Contractor or the benefits to the City, then the contract shall be amended consistent therewith.
- D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or the City shall be entitled to an adjustment in the rates and charges established under this contract. Nothing contained in the contract shall

require any party to perform any act or function contrary to law. The City and the Contractor agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the City and the Contractor shall negotiate in good faith, for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the contract under this Section.

4.20 Intellectual Property Indemnity:

- A. The Contractor warrants that products and/or services provided to the City by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless the City from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by the City, by reason of, resulting from, or arising in connection with any breach of this section.
- B. The City shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at the City’s option, obtain for the City either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- C. The Contractor shall have no liability to the City with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor’s compliance with the City’s proprietary design, specification, or instructions, from the City’s modification of such product without disclosure to the Contractor, or the City’s use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

4.21 Waiver of Claims:

Once the contract expires, or final payment has been requested and made, you, the Contractor, only have 30 calendar days to present or file any claim against the City

concerning the contract. After that period, the City will consider that you have waived any right to claims against the City concerning the contract.

4.22 Disputes and Claims:

- A. For the purposes of this RFP, the term “dispute” means a disagreement between the Contractor and the City over the mean or interpretation of one or more sections of the contract. The term “claim” means a demand by the Contractor or City against the other for financial consideration generally arising from a dispute.
- B. This section applies to controversies between the City and a Contractor which arise under, or by virtue of, a contract between them, including, without limitation, controversies which are based upon breach of contract, mistake, misrepresentation, or any other cause for contract modification or rescission.
- C. In seeking resolution to a contract dispute with the City, the Contractor must adhere to the following sequential steps. The Contractor must submit a written dispute to the appropriate decision-maker listed below that clearly defines the issue(s) of the dispute, the relevant contract section(s), and the requested resolution along with pertinent documentation.
- D. Should any decision-maker fail to make a decision within the time period specified herein, then the dispute is deemed to have been rejected by that decision-maker, and the Contractor may appeal to the next decision-maker without prejudice. If a decision-maker requests additional information and/or clarifications, the decision-maker’s time is extended by the number of days between the date the request for information was submitted to the Contractor and the date the information was received by the decision-maker.
- E. The Contractor shall begin any dispute resolution with the City’s designated contract administrator for the contract in dispute. If the Contractor and the City’s contract administrator cannot mutually resolve the dispute, either may submit a written appeal to the Purchasing Manager for resolution of the dispute.
- F. The Purchasing Manager shall review the contract dispute and enter into discussions and/or negotiations with the Contractor to achieve a mutually agreeable resolution, or, render a decision within 15 work days from receipt of the Contractor’s written dispute appeal request.

- a. Before issuing a decision, the Purchasing Manager shall review the facts pertinent to the controversy and secure any necessary assistance from legal, fiscal, and other advisers.
 - b. If the Contractor and the Purchasing Manager cannot mutually resolve the dispute, the Contractor may appeal to the City Manager for resolution of the dispute within five work days from the date of the Purchasing Manager’s decision.
 - c. If the Contractor fails to submit the written appeal of the Purchasing Manager’s decision to the City Manager within the five work days from the date of the Purchasing Manager’s decision, then the dispute will be considered resolved in accordance with the Purchasing Manager’s decision.
- G. The City Manager shall review the Contractor’s written dispute appeal request and render a decision within 15 work days from receipt of the Contractor’s appeal request.
 - a. If the Contractor does not accept the City Manager’s decision, then the Contractor shall, within the five work days from the date of the City Manager’s decision, submit a written request that the dispute be presented to an impartial mediator for resolution.
 - b. If the Contractor fails to submit the written request for mediation to the City Manager within the five work days from the date of the City Manager’s decision, then the dispute will be considered resolved in accordance with the City Manager’s decision.
 - c. The Contractor and the City will use the American Arbitration Association’s processes and impartial mediators for the mediation. Each side will be responsible for its own costs, and, each side will pay fifty percent of the mediation costs without regard to the outcome.
 - d. The mediation process shall be conducted in the City of Rockville, Maryland.
- H. If the Contractor or the City cannot agree on resolution through the use of the mediator, then the Contractor and the City shall have the issue presented to an impartial non-binding arbitrator or arbitration panel for resolution. The Contractor and the City will use the American Arbitration Association’s processes and impartial arbitrators for the arbitration. Each side will be responsible for its own costs, and, each side will pay fifty percent of the arbitration costs without regard to the outcome. The arbitration process shall be conducted in the City of Rockville, Maryland.

- I. If the Contractor or the City does not accept the arbitrator’s decision, then the Contractor or the City may appeal the decision to the Circuit Court for Montgomery County in accordance with the provisions of the Maryland Rules governing administrative appeals. The Contractor or the City may appeal the decision of the Circuit Court to the Court of Special Appeals.

4.23 Records and Right to Audit:

The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable Federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final contract payment by the Contractor, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized entities.

4.24 No Contingent Fee:

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract. In the event the Contractor violates this provision, the City shall have the right to terminate this contract for default, without liability, and at its sole discretion, to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

*****END OF SECTION 4*****

SECTION 5.0 - INSURANCE REQUIREMENTS

- A. Prior to the execution of the contract by the City, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.
- B. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850-2364 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.
- C. Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:
- D. **MANDATORY REQUIREMENTS FOR INSURANCE**
Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers' Compensation</i> 2. <i>Employers' Liability</i>	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation
3. <i>Commercial General Liability</i> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

4. <i>Automobile Liability</i>	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
a. All Owned Autos b. Hired Autos c. Non-Owned Autos		
5. <i>Excess/Umbrella Liability</i>	Each Occurrence/Aggregate: \$1,000,000	City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. <i>Professional Liability</i>	Each Occurrence/Aggregate: \$1,000,000	

- E. Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.
- F. **POLICY CANCELLATION**
No change, cancellation or non-renewed shall be made in any insurance coverage without a 30 day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.
- G. **ADDITIONAL INSURED**
The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.
- H. **SUBCONTRACTORS**
All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- I. **CERTIFICATE HOLDER**
The Mayor and Council of Rockville
RFP 05-15, Property and Event Management Service for “The Rooftop”
City Hall
111 Maryland Avenue
Rockville, MD 20850-2364

---END OF SECTION 5---

SECTION 6.0 – SUBMITTAL REQUIREMENTS

6.1 Submittal Requirements:

Firms, organizations, joint ventures, or individuals (hereafter “Proposer”) interested in submitting a proposal (offer) in response to this RFP should submit

- A. **ONE ORIGINAL**, marked "ORIGINAL," and
- B. **THREE COPIES**, marked "COPY" in paper format.

6.2 Economy of Presentation:

- A. You, the Proposer, should prepare your proposal simply and economically, providing a straightforward, concise description of your capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City’s understanding of your offer. Your emphasis should be on completeness and clarity of content.
- B. The City is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

6.3 Proposal Guidelines:

- A. To facilitate analysis of your proposal, you should prepare your proposal in accordance with the instructions outlined in this section. The City will consider your failure to follow these instructions during the evaluation process.
- B. The City emphasizes that you should concentrate on accuracy, completeness, and clarity of content. **Do not assume that you will have any opportunity to make a presentation or explain any item or detail.**
- C. Cross Referencing: To the greatest extent possible, you should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Unless otherwise clearly noted in a section, the evaluation team will assume that information requested for proposal evaluation which is not found in its designated section has not been included in the proposal.

- D. Indexing: You should include a table of contents to delineate the topics and subsections for each Tab with more than five pages.
- E. Glossary of Definitions, Abbreviations and Acronyms:
1. You should include a glossary of all key words or phrases that if misinterpreted by the City would impact the success of this engagement.
 2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
- F. Page Size and Format:
1. A “page” is defined as all information that can be legibly printed within one piece of 8.5 x 11 inch piece of paper in accordance with the requirements 2-6 below:
 2. Text should be single-spaced;
 3. Text should be left justified;
 4. Text should be printed in a “portrait” layout;
 5. The text size should be not less than 11 point or more than 14 point;
 6. Margins should be one inch on all four sides;
 7. Pages should be numbered sequentially by Tab and Section; and
 8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the proposal.
- G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated and should capable of being legible and understandable if printed on 8.5 x 11 inch paper.
- H. Binding and Labeling:
1. You should submit the original paper proposal and copies in three-ring loose leaf binder(s), with section tabs, which should permit the proposal to lie flat when opened.
 2. You should not staple pages together.
 3. You should include a cover sheet in each binder, clearly marked **RFP 05-15, Property and Event Management Service for “The Rooftop”**, the Proposer's name, and the volume number of the binder. You should place the same identifying on the spine of each binder.
- I. Proposal Package:
1. You shall provide the original paper proposal with all the original signatures in a pen ink color other than black or white. Digital or electronic signatures are

not acceptable.

2. You should submit **three** complete copies of the entire proposal.

J. Redacted CD/DVD: Submit one CD/DVD redacted in accordance with any applicable exemptions from disclosure in the Maryland Public Information Act. This CD/DVD will be used to respond to any Maryland Public Information Act (FOIA) request. (See Section 3.20 Limited Confidentiality of Information).

K. Electronic (e-mail) or facsimile (FAX) submission of proposals is not permitted for this RFP.

6.4 Proposal Sections:

You should organize your proposal into the following major sections.

Tab 1 Proposer Profile & Required Information:

A. Cover Letter / Statement of Interest: (not more than one page). This should focus only on introducing your organization and your commitment to solving the City's challenge. All other marketing materials should be included in Tab 1 Section C.

B. Understanding of Project: (not more than two pages). State in your own terms what you think this engagement is about. Succinctly describe your understanding of the City's challenge. Succinctly describe in your own terms what you think are the City's anticipated outcomes. Relate how your understanding incorporates the requirements of Attachments A & B: Service Standards of the City of Rockville, and *The Rooftop's* Facility Policies and Regulations.

C. Contractor Profile/Overview: Submit a brief but concise profile and history of your organization. Provide any information that will aid the evaluation team in better understanding your qualifications to undertake and complete this engagement. Only include material that is pertinent to your successful performance of this engagement. You may submit a link (URL) to your organization's web page, provided that the web page provides the minimum information required above. The City's evaluation team will not search your website to find the required information.

Please address the following:

1. Summarize the organizational structure and size of your firm. Include its date of organization and current principal place of business.
2. Describe in detail your firm's experience with providing similar scope of work.

3. Describe any specific experience or familiarity with the City of Rockville.
4. Provide any additional information you wish to call to the City’s attention with respect to your firm’s qualifications for this work scope.
5. Specify similar qualifications for all subcontractors to be used in this proposed project.

D. Project Team:

1. List the full names and functional titles of all key personnel that will be part of the engagement. (Key personnel is any person whose actions or inactions can impact the successful outcome of the engagement.)
2. Describe the type of work each is expected to perform, and provide brief biographical information for each of these individuals that identifies their educational background, work history, and past responsibilities serving in similar property and event management roles.

E. Exceptions: List any exception that you as the Proposer may have concerning any requirement or item set forth in the RFP document or associated addenda.

F. Acknowledgement of Addenda (if any).

Tab 2 Management Plan to Identifying scope of events to be hosted at *The Rooftop* in order to maintain the facility as an active Rockville Town Square destination:

- A. Describe the type of events to be presented by the Contractor at *The Rooftop*.
- B. Describe the kinds of rentals the Contractor envisions.
- C. Identify the services to be provided by the Contractor to *The Rooftop* clients.
- D. Provide details on proposed partnerships that would enhance *The Rooftop*’s operations.

Tab 3 Management Plan to address general staffing and operation needs:

- A. Describe your plan for access to and provision for providing a point of contact for administrative work; provision for providing information, tours, contracting, review of event plans, meeting with clients, etc.
- B. Describe your plan for obtaining and managing subcontracted event services: catering, music, specialty lighting, etc.
- C. State how you will manage custodial services: setting up tables and chairs for events, cleaning of facility after events, etc.

- D. Address how the security and oversight of events will be handled.
- E. Describe how you plan to provide for event equipment: table, chairs, buffets, bars, etc.
- F. State your budget that will be needed to implement the Marketing Plan as represented in this Tab (Tab 3).

Tab 4 Marketing Plan:

- A. Describe the current rental market for event venues in the region, with a focused emphasis on the area’s competition.
- B. Outline your strategy for securing rentals at *The Rooftop*.
- C. State your plan for arranging and hosting Contractor-operated events at *The Rooftop*.
- D. Describe the target customer/event participants for *The Rooftop* and how you plan to reach these markets.
- G. State your budget that will be needed to implement the Marketing Plan as represented in this Tab (Tab 4).

Tab 5 Financial Plan:

- A. Prepare a one-year operating budget for *The Rooftop*. Identify revenues by specific sources and expenses in major categories, including: personnel, contracted services, and commodities.
- B. Proposed rental fees and program revenues for the first year of operation of *The Rooftop*.
- C. Proposed Capital Improvement Plan is welcome but not required.
- D. Proposed plan for Contractor payments to the City over the term of the contract, including extensions. This plan is subject to review and negotiation.

Tab 6 Litigation:

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization’s professional activities.

Tab 7 References:

- A. Provide at least three State or Local government entity or commercial company references where your organization has successfully provided property and event management services for a similar type destination within the past five years. Include the following minimum information for each reference:
1. Agency/Company Name
 2. Street Address/City / State
 3. Contact Person’s Name
 4. Contact Person’s telephone number
 5. Contact Person’s Email Address
 6. Engagement Start Date
 7. Engagement End Date
 8. Description of Work Performed
- B. The City of Rockville cannot be used as a reference, however all past performance with the City will be considered during the evaluation process.

Tab 8 Financial Stability:

You shall certify and provide a statement that you are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City. You should attach a copy of your latest audited financial statement and your latest Dun & Bradstreet (D & B) report. If you do not have an audited financial statement, provide your latest financial statements and your latest Dun & Bradstreet (D & B) report. The City reserves the right to use a third-party to verify financial information provided in any proposal.

Tab 9 Proof of Insurability:

Provide either a completed ACORD 25 form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage. See [Section 5 Insurance](#) for minimum requirements.

Tab 10 Other Information:

Provide any information that will provide insight to the City about your qualifications, fitness and abilities. This information should be succinct.

Tab 11 Additional Documents:

- A. Execution of Offer Form
- B. No Conflict of Interest Form.
- C. Affidavit of Qualification to Contract with a Public Body.

EXECUTION OF OFFER FORM

This Execution of Offer Form must be completed, signed and returned with your proposal.
FIRM AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL
AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS:

ADDENDUM

Please note, that it is the Proposer's responsibility to check the City's site frequently for Addendum, which may impact requirements, terms and/or conditions, <http://www.rockvillemd.gov/Bids.aspx> .

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

Signature

(SEAL)

Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

BY: (SEAL)

Member Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

No Conflict of Interest Disclosure Form.

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____
_____ and the duly authorized representative of the firm of
(*Firm Name*) _____ whose address is _____
_____, and
that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting;
and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

.....
Sworn to and described before me this _____ day of _____, 2014.

Personally known _____

OR Produced identification _____ Notary Public - State of

_____ My Commission expires

(Type of Identification)

(Printed, typed or stamped commissioned name of Notary Public)

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization name) whose address is _____

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State “none,” or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature _____

Printed Name _____

Title _____

Date _____

SAMPLE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and <CONTRACTOR'S NAME> hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide Property and Event Management of "The Rooftop";

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the <RFP # and title > hereto attached and made part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated xxx hereto attached and made a part hereof and identified as Exhibit "B"; <reference other attachments as necessary>. In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail.

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **OWNERSHIP RIGHTS.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective from <to be determined>.

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will pay the City based on <to be determined> for events that have taken place prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will pay the City based on <to be determined> for events that have taken place prior to the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit “A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in this RFP by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The City agrees to allow the Contractor to manage The Rooftop, located on the 6th floor (roof) of the Arts and Innovation Center in Rockville Town Square. <Specific compensation to the City to be determined>.

20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____

City Manager

ATTEST

<CONTRACTOR NAME>

By: _____

(Seal)

Print or Type Name

Print or Type Name

Print or Type Title

Print or Type Title

Approved as to form and legality:

City Attorney

Proposal Checklist

Before submitting your proposal package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the evaluation team from considering your proposal.

RFP Reference	Description	✓	By (initial)	City Use
Sect. 6.1	Paper Proposal Package (Original + 3 Copies)			
Sect. 6.4 Tab 1 Sec A	Cover Letter / Statement of Interest			
Sect. 6.4 Tab 1 Sec B	Understanding of Project			
Sect. 6.4 Tab 1 Sec C	Contractor Profile/Overview			
Sect. 6.4 Tab 1 Sec D	Project Team			
Sect. 6.4 Tab 1 Sec E	Exceptions (if any)			
Sect. 6.4 Tab 1 Sec F	Acknowledgement of Addenda (if any)			
Sect. 6.4 Tab 2	Management Plan : Scope of Events			
Sect. 6.4 Tab 3	Management Plan : General Staffing			
Sect. 6.4 Tab 4	Marketing Plan			
Sect. 6.4 Tab 5	Financial Plan			
Sect. 6.4 Tab 6	Litigation			
Sect. 6.4 Tab 7	Three References			
Sect. 6.4 Tab 8	Financial Stability			
Sect. 6.4 Tab 9	Proof of Insurability			
Sect. 6.4 Tab 10	Other Information			
Sect. 6.4 Tab 11	Execution of Offer Form No Conflict of Interest Disclosure Form Affidavit Of Qualification To Contract With A Public Body			

ATTACHMENT A

SERVICE STANDARDS OF THE CITY OF ROCKVILLE

The Rooftop Contractor must ensure that customer service standards are consistent with the City of Rockville’s Mission Statement: “*We are a dedicated organization committed to enhancing the quality of life in Rockville by providing premium services in response to the needs of everyone who lives, works, and visits in our city.*”

All customer service personnel must be professional and meet the spirit of and the letter of the City’s customer service preamble that articulates: “*Customer service is the reason for our existence as a city government. Our customers have the right to respect, safety, appropriate assistance, honesty, and competency, regardless of age, ancestry, color, creed, disability, marital status, national origin, presence of children, race gender, or sexual orientation.*”

ATTACHMENT B

THE ROOFTOP FACILITY POLICIES AND REGULATIONS

All events and management operations at The Rooftop must occur within the purview of the following:

1. **NAME OF THE FACILITY**

The name of the facility is The Rooftop. Use of the Contractor’s name in conjunction with The Rooftop is welcome.

2. **DATES AND HOURS OF OPERATION**

The primary event season for The Rooftop will be from April 15th through October 15th due to weather. Dates and hours of operation are not restricted, except as they pertain to Compliance to Noise Ordinance (#5 below) and any applicable Ordinances.

3. **NO SMOKING**

This facility is a smoke free facility. No smoking signs must be displayed and no smoking enforced at all events.

4. **COMPLIANCE TO STATE OF MARYLAND ALCOHOL BEVERAGE POLICIES**

All provision of alcohol at events must be in compliance with State of Maryland policies as implemented by the Montgomery County Department of Liquor Control Division of Licensure, Regulation and Education. All events will be staffed with trained and certified bar tenders. All Contractor event site supervisory staff should complete the Montgomery County Department of Liquor Control Alcohol Law Education and Regulatory Training (ALERT). Additional insurance coverage may be required.

5. **COMPLIANCE TO NOISE ORDINANCE**

The City of Rockville noise ordinance is enforced by the Montgomery County Department of Environmental Protection. The noise ordinance requires levels of noise to be restricted 9PM to 7AM Monday through Friday and 9PM to 9AM on Saturday or Sunday. The ordinance defines compliance to decibel levels at the property line. The Rooftop Contractor must monitor and ensure compliance to the noise ordinance.

The Rooftop has a speaker system installed on the terrace area to assist with compliance to the noise ordinance standards. Note: Most music instruments played on the terrace will produce sound that violates standards for the quiet hours of the noise ordinance.

6. **FIRE CODE OCCUPANCY LIMIT**

The fire code limit for safety at The Rooftop is no more than 250 guests at any one time. Plans to control and enforce this capacity during all events must be implemented.

7. MUSIC LICENSES ARE THE RESPONSIBILITY OF THE CONTRACTOR

Music licenses such as ASCAP, BMI, SEFAC are the responsibility of the Contractor. City of Rockville music licenses do not apply to events at The Rooftop facility.

8. SITE EQUIPMENT RESTRICTIONS DUE TO WIND

For safety reasons, no tents, umbrellas, pipe and drape, or other event equipment elements that can easily be picked up by the wind are allowed. These items falling six stories can become lethally dangerous. There is no constant wind problem, but there is great potential for many unexpected wind situations at The Rooftop. Safety must always be the first priority.

9. WEATHER POLICY

For the safety of any person at any time, the open terrace of The Rooftop must be closed to any activity due to inclement weather such as rain, high winds or lightning. The Contractor must develop weather related procedures and assume final say on all weather related decisions. The Rooftop weather policies must be included in all Rooftop contracts.

Thunder heard, lightening seen or high winds experienced at The Rooftop mandates an immediate evacuation of all persons from the outdoor terrace. Guests may not re-occupy the outdoor space for 30 minutes after the last lightning seen or thunder heard.

10. SIGNAGE

Signage within the interior lobby or terrace area of The Rooftop to acknowledge the Contractor or event is welcome. Temporary signs and banners should be displayed in a manner that does not damage painted surfaces.

Signage within the elevator display cases must be coordinated with VisArts.

Signage in the Arts and Innovation Center lobby beyond the tenant listing with floor location must be reviewed and approved by the Arts and Innovation Center condominium association owner members comprised of Federal Realty Investment Trust (FRIT), City of Rockville, and Montgomery County Rockville Innovation Center (RIC).

Signage on the exterior of the building is limited to the existing “The Rooftop” on the façade facing the plaza and the facility name on the building entrance door.

Temporary sidewalk signs/displays and plaza promotional signs must be approved by Federal Realty Investment trust (FRIT).

11. FIRE CODE PROHIBITS GRILLING AND PROPANE TANKS

Fire code prohibits any type of grilling or cooking at The Rooftop in the kitchen or on the terrace. Fire code also prohibits the use of any propane tanks for heaters or other devices.

12. ARTS AND INNOVATION CENTER BUILDING POLICIES

Deliveries are to be made via the Arts and Innovation Center loading dock area, not the 155 Gibbs Street lobby entrance.

Trash Removal includes a non-exclusive right to access the dumpster (located inside the loading dock/garage area). Trash must be taken to the dumpster at the end of each use of The Rooftop.

Recycling of mixed paper, glass, plastics, cardboard, etc. is required by law. Recycling bins are located outside the building near the loading dock entrance.

Elevators both freight and passenger elevators are controlled via a manual key switch in the kitchen of The Rooftop. The key either allows the elevators to come to the sixth floor or prohibits them from coming to The Rooftop. Staff will be provided key cards to allow the elevators to bring them to the sixth floor.

Front Door to the Arts and Innovation Center is programmed by VISARTS and RIC.

Security mandates guests for The Rooftop events never access RIC floors 4 and 5 and only access VisArts floors 2 and 3 when appropriate.

13. APPROPRIATE CONDUCT OF GUESTS

All guests are responsible for appropriate conduct. A person may not indulge in riotous, boisterous, threatening, or indecent conduct, or use abusive, threatening or obscene language. Persons behaving in any of these manners must be controlled by the Contractor staff or be ejected from the venue.

Any person throwing any object off The Rooftop will be held civilly and /or criminally liable and subject to arrest. Such incidents or any other illegal or disrespectful activities are to be reported immediately to the Rockville City Police and/or 911, and within 24 hours to the City of Rockville Recreation and Parks Department.

14. CONDOMINIUM SERVICES

The Rooftop is a part of the Arts and Innovation Center condominium and as such, common custodial services are provided for the building lobby, loading dock and sidewalk area at entrance, as well as elevator service. Most service contracts are managed by Federal Realty Investment Trust.

15. INTERNET SERVICE

The Rooftop facility has internet cable on site. Internet service is the responsibility of the Contractor.

16. WEB SITE

The Contractor agrees to stop use of any customized website developed for The Rooftop at the time of ending management of the venue.